

Invitation to Bid

Medical Cr of LA at NO-Charity



BIDS WILL BE PUBLICLY OPENED:

March 21,2012 02:00 PM

VENDOR NO. :
SOLICITATION : **009768**
OPENING DATE : **03/21/2012**

Return Bid in Envelope/Labels Provided to:
Purchasing Department
1541 Tulane Ave
NEW ORLEANS LA 70112

BUYER : Vicknair, Peggy
BUYER PHONE : 504/903-2615
DATE ISSUED : 03/21/2012
REQ. NO :
FISCAL YEAR : 0

PROFESSIONAL SVCS. BILLING

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. FILL IN ALL BLANK SPACES.
3. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS

BY SIGNING THIS BID, THE BIDDER CERTIFIES:

- * THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).
- * THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.
- * THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

THE BIDDER FURTHER CERTIFIES:

- * COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS.
- * THIS BID IS MADE WITHOUT COLLUSION OR FRAUD.
- * THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID.
- * THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION).
- * DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

VENDOR PHONE NUMBER:

TITLE

DATE

FAX NUMBER:

SIGNATURE OF AUTHORIZED BIDDER
(MUST BE SIGNED)

NAME OF BIDDER
(TYPED OR PRINTED)

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6. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE
7. TO ASSURE CONSIDERATION, ALL BIDS SHOULD BE SUBMITTED IN THE SPECIAL ENVELOPE, OR USE BID LABEL IF FURNISHED FOR THAT PURPOSE. IN THE EVENT YOUR BID CONTAINS BULKY SUBJECT MATERIAL, THE SPECIAL BID ENVELOPE SHOULD BE FIRMLY AFFIXED TO THE MAILING ENVELOPE.
8. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
9. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).
10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.
11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.
12. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.
13. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.
14. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.
15. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.
16. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH,

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- BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.
17. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.
18. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.
19. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.
20. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.
21. DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE AN OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.
22. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.
23. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.
24. EQUAL OPPORTUNITY. BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES THAT HE/SHE WILL NOT DISCRIMINATE IN THE RENDERING OF SERVICES TO AND/OR EMPLOYMENT OF INDIVIDUALS BECAUSE OF RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, HANDICAP, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR.
25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.
26. IDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO IDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR,

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ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY THE LINE NUMBER (S) _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

31.1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR

31.2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR

31.3. AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1. THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET

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FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.

32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.

32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.

32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.

32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.

32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.

32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.

32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.

32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.

32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.

32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.

32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE,THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.

HCSD COMPLIANCE OFFICE 225-922-0572

COMPLIANCE ACCESS LINE AT 1- 800-735-1185.

32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.

32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT
[HTTP://WWW.LSUHOSPITALS.ORG/POLICIES/PUBLIC/DEFAULT.ASP](http://www.lsuhschools.org/policies/public/default.asp) FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.

33. CORPORATE BUSINESS INTEREST

33.1.ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHCSD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION

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SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.

33.2.VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHCS PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHCS PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.

33.3.THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHCS.

WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED. A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCS WEB SITE AT: [HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/](http://webdev.lsuhs.edu/hcsd/hipaa/).

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PRICE SHEET

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UNLESS SPECIFIED ELSEWHERE SHIP TO:

1541 Tulane Avenue
New Orleans LA 70112

Line No.	Description			Unit Price	Extended Amount
1	<p>PROFESSIONAL SERVICES BILLING AND COLLECTION SERVICES. .</p> <p>Specify brand, model bid(if applicable)</p> <hr/> <p>THE QUANTITY IS THE TOTAL AMOUNT COLLECTED IN FY 2011.</p> <p>THE PRICE IS THE PERCENTAGE CHARGED BY VENDOR FOR THESE SERVICES.</p> <p>ALL QUANTITIES ARE ESTIMATES. THE AMOUNT COLLECTED MAY BE MORE OR LESS DURING THE TERM OF THE CONTRACT BUT THE PERCENTAGE PRICE MUST REMAIN THE SAME.</p> <p>PLEASE SEE THE ATTACHED SPECIFICATIONS, TERMS, CONDITIONS, AND ATTACHMENT I.</p> <p>A PRE-BID CONFERENCE IS MANDATORY AND WILL BE HELD ON MARCH 5, 2012, FROM 1:00 TO 3:00 PM IN THE BASEMENT AUDITORIUM, ROOM 101/102 AT THE INTERIM LSU PUBLIC HOSPITAL, 2021 PERDIDO STREET, NEW ORLEANS, LA. BIDS WILL BE ACCEPTED ONLY FROM THOSE ATTENDING THE PRE-BID CONFERENCE.</p>	9527,541.56	EA		

**SPECIFICATIONS FOR PROFESSIONAL CLINICAL CHARGE
PROCESSING AND COLLECTION OF ACCOUNTS RECEIVABLE**

SOLICITATION # 009768

1. Introduction:

1.1 The Louisiana State University Health Care Services Division (HCSD) is a system of seven (7) state public hospitals located all over the state. HCSD is seeking a single vendor to provide the maximum reimbursement for professional clinical charge processing and collection of accounts receivable for six (6) of the hospitals. HCSD reserves the right to add or delete hospitals at the same prices, terms, and conditions.

1.2 The hospitals requiring the services are:

- 1.2.1 Earl K. Long Medical Center, Baton Rouge, LA
- 1.2.2 University Medical Center, Lafayette, LA
- 1.2.3 Walter O. Moss Regional Medical Center, Lake Charles, LA
- 1.2.4 Lallie Kemp Regional Medical Center, Independence, LA
- 1.2.5 Bogalusa Medical Center, Bogalusa, LA (formerly known as Washington/St. Tammany Regional Medical Center
- 1.2.6 Interim LSU Public Hospital a/k/a Medical Center of Louisiana at New Orleans

1.3 The HCSD hospitals are currently staffed for five hundred seventeen (517) beds. During the 2011 fiscal year (July – June), HCSD admitted approximately twenty-eight thousand six hundred sixteen (28,616) patients and approximately twenty-two thousand three hundred ninety-nine (22,399) surgical patients. In addition, the HCSD Clinic System welcomed over nine hundred forty-five thousand nine hundred forty-five (945,945) ambulatory clinic visits. Approximately two hundred twenty-seven thousand one hundred sixty-nine (227,169) emergency room visits occurred during fiscal year 2011.

1.4 HCSD is seeking a single responsible and responsive vendor to provide the maximum reimbursement for professional services billing and collections of active accounts receivable which are considered accounts prior to bad debt placement. These charges are primarily for professional services provided at the HCSD hospitals, including, but not limited to, CRNA services, physician services, advanced practice nurse services, podiatrist, and other receivables as identified by HCSD. HCSD hospitals provide medical care to primarily Louisiana residents whose payor mix includes Medicare, Medicaid, Private Insurance, Managed Care, Self-pay and Free Care. Other professional services may be added during the contract for professional billing services, as identified by HCSD.

1.5 Some of the hospitals may also serve as a teaching base for Louisiana State University Medical School and Tulane University Medical School.

1.6 For the purposes of this document, the terms "vendor", "bidder" and "contractor" are interchangeable. The term "shall" denotes mandatory requirements per RS: 39:1556(24). The term "must" denotes mandatory requirements. The term "may" denotes an advisory or permissible action. The term "should" denotes a desirable action.

2. Statement of Work:

2.1 The work will consist of billing current charges, and backlogs, if any, of primarily professional services and collections of active and aged accounts receivable. Vendor performance will be monitored by HCSD and all claims will be handled in a timely fashion.

2.2 Contractor shall be capable of delivering the services as described below:

2.2.1 Capture charge detail and patient demographics as identified by HCSD.

2.2.2 Prepare, bill and collect current charges as well as bill and collect any backlogged charges, either electronically or by paper claim submission.

2.2.3 Use the Contractor's own billing system and computer resources.

2.2.4 Obtain service and demographic information for charges in a method that causes the least interruption to the routine operations of the HCSD hospitals.

2.2.5 Perform in a timely manner all actions in 2.2.1 through 2.2.4 above and the necessary follow-up procedures, including but not limited to:

2.2.5.1 Handling all telephone inquiries relating to Contractor's billing.

2.2.5.2 Responding to all written correspondence relating to Contractor's billing.

2.2.5.3 Performing thorough billing services on all third party and self-pay claims, secondary and subsequent billing procedures in order to maximize the net reimbursement possible for each charge in accordance with state and federal regulatory guidelines; performing patient billing and collection of current active accounts receivable and identifying and assisting patients in obtaining financial assistance as requested.

2.2.5.4 Handle all Medicare, Medicaid, and commercial billing, reprocessing, and denial claims.

2.6 On a monthly basis, the contractor will work with staff at each hospital to reconcile payments that are posted in the Contractor's system to what has been deposited into HCSD's bank account. An electronic version of the reconciliation shall be provided monthly to the applicable hospital staff or designee. Contractor will remit the invoice for all collections that month by the fifth (5th) of the following month.

2.7 Be responsible for all activities from collecting patient information, coding the claim, creating the charges, producing a bill, submitting claims to patients and third party payers for reimbursement, and the collection and electronic and manual payment posting of all professional fees of active accounts receivable. Subject to HCSD's approval, a subcontractor may be used for these purposes. NOTE: It is the responsibility of the Contractor to make sure that the subcontractor follows all requirements of the specifications and award after approval.

2.8 Provide timely information on accounts that all collection efforts, short of agency collection efforts, will be returned to HCSD as follows:

2.8.1 All self-pay will be returned on the 121st day from placement and,

2.8.2 All other accounts will be returned on the 181st day of placement.

2.9 At HCSD's discretion, the timeframe within which the accounts are returned may be modified.

2.10 Provide all requested reports as indicated by HCSD as indicated in Section 3.10.

2.11 HCSD is seeking only the services outlined in the advertised Invitation for Bid and no others. What is described in the Invitation for Bid and the subsequent purchase order/contract is the entire scope of services to be provided in this contract. If there is a conflict between the language in the Invitation for Bid and the purchase order/contract, the Invitation for Bid shall control. Nothing in this contract shall be construed in such a manner as to require the use of any specific manufacturer's equipment, hardware, software or systems except as to meet the specifications and the general and special conditions outlined in this purchase order.

2.12 Please be advised that HCSD hospitals are in the process of converting to an Electronic Health Record System (EHR). This EHR system implementation is being phased in to our hospitals over the course of FY 2012-2013. The selected vendor for this service is EPIC Systems Corporation. Use of the EPIC System may require that the selected professional billing vendor have the ability to interface with this system to obtain patient information for professional billing purposes.

3. Contractor's Requirements:

3.1 The contractor shall demonstrate evidence of experience and capacity to meet the contract's requirements as set forth in this section and to qualify as a responsive and responsible bidder for the purpose of this request.

3.2 The contractor shall be able to perform the above tasks without interfering in any way with the ongoing routine operations of the HCSD hospitals or with the activities of any other consultants to the HCSD hospitals and/or HCSD.

3.3 The contractor shall possess sufficient electronic data interchange "EDI" capacity (i.e. personnel, equipment and expertise) to perform the scope of services described herein. HCSD and/or the professional service departments may be available to provide minimal assistance with programming or analysis only when imperative. Vendor must be able to accept a real-time HL-7 interface from the *Invision* system and/or the *EPIC* system. (Siemens *Invision* will be used for part of the year with a conversion to EPIC in the Fall). The Vendor will need to be able to handle and adjust to the transition. If vendor is unable to provide this, then, at the bare minimum, vendor must maintain the ability to use FTP (File Transfer Protocol) to accept interface files being deposited from the HCSD hospitals and picked up by vendor. Vendor must notify HCSD if a file (or series of files) is missing by no later than three (3) business days, excluding weekends and holidays.

3.4 The contractor shall provide all personnel required to perform services under this agreement and ensure that personnel are certified and properly trained. Vendor must have staff on-site to perform Medicaid and Medicare insurance provider credentialing. Completion of credentialing process should occur within seven (7) working days. Space and internet access will be provided by HCSD. Credentialing status worksheets will be provided electronically on a weekly basis to the Director of Physician Billing or designee. In using coders, certified coders experienced in professional billing are preferred.

3.4.1 Ensure that coders receive specific annual coding training that, at a minimum, addresses:

- Specific government and private payer reimbursement principles;
- Improper coding practices (i.e., upcoding, under-coding, unbundling, and assumption coding);
- Coding documentation requirements;
- Communication and reporting requirements as they relate to professional billing; and
- Certification/credentialing of coders.

3.4.2 Ensure that all coders have readily available and accessible current coding and billing reference material, including; a medical dictionary, an anatomy/physiology textbook and up-to-date ICD, HCPCS and CPT Code Books.

3.5 The contractor shall possess the mechanism to obtain Louisiana Medicaid eligibility and also to access the Medicare Common Working File prior to the award of the purchase order/contract in order to match and identify patients with potential third party coverage.

3.6 Contractor shall have in place a methodology for activities from collecting patient demographics and patient charges through resolving delinquencies.

3.7 Contractor shall have experience and working knowledge of computer billing systems, in particular, SMS-Siemens and EPIC Systems Corporation, sufficient to perform the scope of services described herein. HCSD and/or the professional service departments may be available to provide minimal assistance with programming or analysis only when imperative.

3.8 Contractor shall have the ability to begin billing activities within thirty (30) days of contract award and be ready to meet with HCSD two (2) weeks before billing activity begins to gather data for startup in the thirty (30) days from date of contract award period.

3.9 Contractor shall have experience and working knowledge to receive data electronically from multiple information systems and sources as needed to satisfy the required tasks.

3.10 The contractor shall maintain accurate records, and have the ability to electronically report, at a minimum, the following information:

3.10.1 Analysis of charges, payments and adjustments by physician and/or provider, department, financial class, and total.

3.10.2 Accounts receivable aging by physician and or provider and financial class.

3.10.3 Financial Summary

3.10.4 Monthly Payments by physician and/or provider name.

3.10.5 Examples of each required report may be included with contractor's bid response and/or shall be provided within seven (7) days of request when requested. Failure to provide the examples may be cause to reject your bid.

3.11 The contractor shall have a fully staffed operational office which has been physically located within the State of Louisiana for at least three (3) years and that has satisfactorily performed the services required by this ITB. The Louisiana operational office must have at least three (3) years' experience in processing professional services claims. Proof of license or operation may need to be submitted with the bid and/or shall

be provided within seven (7) days of request when requested. Failure to provide may be cause to reject your bid.

3.12 The bidder shall demonstrate a history of financial stability. The bidder is to provide audited financial statements or other representation of financial solvency, which demonstrates that the bidder has adequate financial resources for performance or has the ability to obtain such resources as required during performance under this contract. At a minimum, the following must be submitted to confirm financial stability, within seven (7) days upon request by HCSD:

3.12.1 Bidder's annual report or audit by a certified public accountant for the bidder's last two (2) operational fiscal years.

3.12.2 Name, address and contact person's phone number and e-mail of contractor's banking institution, which HCSD may contact for financial references.

3.12.3 Contractor must provide a copy of the most recent SAS70 report with the proposal and submit the report annually. The AICPA recently issued a Statement on the Standards for Attestation Engagements No. 16 (SSAE 16), Reporting on Controls at a Service Organization to replace SAS 70 as the standard for reporting on service organization controls. Beginning with reporting periods ending on or after June 15, 2011, with early application allowed, **AICPA – SSAE 16 will replace SAS 70.**

3.12.4 An SSAE 16 report (as with a SAS 70 report) is primarily an auditor-to-auditor communication, designed to provide user auditors with detailed information about controls at a service organization that affect the information provided to user entities.

3.12.5 This initial contractor proposal submission and annual requirement is necessary to satisfy the reporting needs of HCSD with both the Legislative Auditor's Office and the LSU Systems Internal Audit Division.

3.13 The contractor shall be able to obtain and complete enrollment forms for all provider numbers for physicians and/or providers and the numbers properly linked to HCSD.

3.14 The contractor shall ensure that all coding of procedures and diagnoses is done directly from medical record documentation, which may be in electronic form, of the patient encounter. Coding/billing from "superbills" or charge sheets is not acceptable. Please be advised that during the term of this contract, the HCSD hospitals will convert to an electronic medical record system.

3.15 The contractor shall ensure that employed or contracted coders work from HCSD approved profiles outlining specific billing policies unique to HCSD and HCSD's carrier. If a contractor's employee is no longer employed by contractor, provide

immediate notification to HCSD so that HCSD can update or remove access to HCSD's systems.

3.16 The contractor shall provide computer software programs, CDs, instruction manuals and any similar material utilized by on-site personnel to provide these services.

3.17 The contractor shall provide its own office equipment and office supplies for on-site personnel to provide these services.

3.18 The contractor shall provide postage required to conduct these services.

3.19 The contractor shall ensure that all employees providing services to HCSD under these terms agree to adhere to all confidentiality rules of HCSD and as stated further, produce a signed confidentiality agreement. In addition, the contractor shall comply with all HIPAA regulations. When applicable, and if necessary to comply with the HIPAA privacy rule, the successful vendor will be required to execute the HCSD business associate addendum, which must be returned within ten (10) days after request, when requested. A sample of the current HCSD business associate addendum can be found on the HCSD web site at:
<http://www.lsuhs hospitals.org/hipaa/docs.htm>

3.20 The contractor shall have a health care billing compliance program in place and ensure that program includes the seven (7) elements for effective compliance programs as outlined in the U.S. Sentencing Commission guidelines and the *HHS OIG Compliance Program Guidance for Third-Party Medical Billing Companies*.

3.21 The contractor shall ensure that all on-site personnel shall attend the mandatory Joint Commission meetings and compliance trainings as required by all HCSD employees, not to exceed eight (8) hours per year.

3.22 Contractor will provide personnel to participate in facility compliance and/or performance improvement processes when requested by the facility.

3.23 The contractor will ensure the accuracy of all codes on all claims prior to the submission of any and all claims. In addition, contractor is prohibited from submitting questionable claims and must notify the provider in writing within seven (7) calendar days of determining any credible evidence of misconduct on the part of the provider or contractor. "Misconduct" does not include inadvertent errors or mistakes.

3.24 If there is confusion concerning a coding or billing practice, contractor will cease any discovered inaccurate or questionable billing and/or billing practices until clarification is secured regarding compliance with Federal, State, MAC and/or managed care regulations. Contractor will notify HCSD of such discoveries within seven (7) calendar days.

3.25 Contractor will have in place comprehensive written policies and

procedures including but not limited to:

3.25.1 Protocols for submitting initial and/or follow-up claims;

3.25.2 Methodologies for resolving inconsistencies in provider documentation;

3.25.3 Steps to take if billing company is unable to locate a code for a documented diagnosis or procedure or if the medical record documentation is not sufficient to determine a diagnosis procedure;

3.25.4 Processes to ensure billing company does not balance bill or submit duplicate claims or seek duplicative payment;

3.25.5 Performing all services (coding/billing) in accordance with all applicable federal, state and local laws and regulations and in accordance with provider" billing policies and procedures;

3.25.6 Prohibitions on hiring or retaining services of any sanctioned entity or person;

3.25.7 Methods to be employed to resolve compliance questions when the parties do not agree;

3.25.8 Any specific policies noted in the *OIG Compliance Program Guidance for Third Party Medical Billing Companies*.

3.25.9 Plans to ensure continuity of business operations in the event of a disaster for system generators, personnel, service and telecommunications. A sample copy of a formal disaster recovery plan must be supplied within ten (10) days of request by HCSD.

3.26 If the billing company discovers credible evidence of misconduct, the billing company: (1) is absolutely prohibited from submitting any false or inappropriate claims; and (2) has the option to terminate the contract with thirty (30) days prior written notice. In addition, the billing company must provide HCSD with written notice of any intent to notify any governmental and/or regulatory agency regarding providers' billing/coding practices.

3.27 Contractor will conduct regular and periodic audits of credit balances (overpayments) and promptly notify HCSD in writing and via e-mail of the status of such credit balances and to recommend as appropriate and necessary that HCSD promptly return over-payments obtained from federal or state health care programs.

3.28 Contractor shall take all reasonable steps to ensure data integrity in computer systems.

3.29 Contractor shall promptly investigate and correct, as appropriate and necessary, reported credible evidence of misconduct on the part of the billing company.

3.30 Contractor shall provide feedback to practitioners and HCSD staff regarding quality of documentation and denial trends. Contractor will also assist HCSD personnel in denial management and documentation improvement techniques by providing data and/or reports in an electronic format as requested.

3.31 Contractor shall provide HCSD copies of all RAC, MAC or other third party communication that comes directly to contractor regarding HCSD accounts.

3.32 Contractor shall monitor compliance high risk areas on a monthly basis as required by the HCSD compliance department and report their findings and any corrective action plan to the HCSD Compliance Department.

3.33 Contractor shall retain records related to the billing process for a minimum of ten (10) years. Those records are to be retrievable within no more than seventy-two (72) hours of request by HCSD, a payer, or government enforcement agency. Retained copies of records may be scanned copies.

3.34 Contractor shall retain records related to the contractor's compliance program for a minimum of five (5) years. Compliance investigation records are to be retained for a minimum of ten (10) years.

3.35 Contractor shall submit electronic acknowledgements of all accounts placed and processed by contractor to HCSD.

3.36 Contractor must provide access to its billing/reporting system for the appropriate HCSD staff and ensure that proper training is provided in a timely manner.

3.37 Contractor must identify HCSD points of contact in coding, billing, reporting, information technology, and finance. These contacts, and their designees, should be readily available to the HCSD Director of Physician Billing or designee by cell phone during normal business hours.

3.38 Contractor must assist HCSD Director of Physician Billing or designee in IT system enhancements that may be needed in order to participate in reimbursement improvement opportunities, including but not limited to, the Physician Quality Reporting System and EPrescribing.

4. Payment Procedures

4.1 Medicare and Medicaid payments: Payments received from Medicare and Medicaid intermediaries will be submitted directly to HCSD and deposited in the specific HCSD bank account. The vendor, however, will be provided with the Medicare and

Medicaid remittance.

4.2 Commercial and Self-pay payments: Payments received from commercial and self-pay payors will be sent to the HCSD lockbox.

5. Invoicing:

5.1 Contractor will invoice HCSD on a monthly basis by facility. The invoice will reflect amount due the contractor for the month, as well as supporting documentation on monthly payment/billing activity for the month. HCSD will process payment to the contractor on a monthly basis. Payment will reflect the full amount due the contractor for services rendered during the month.

5.2 Contractor will be paid a percentage of the Medicaid or other payers' payments received on accounts where the eligibility for the dates of services being billed were identified and acquired as a direct result of the contractor's work efforts. Any health insurance benefit plans other than those agreed upon between both HCSD and the contractor that are located on referred accounts must be reported to HCSD and will not be compensated.

5.3 HCSD is eligible to receive incentive payments for the Louisiana Medicaid Electronic Health Record Incentive Program starting in Fiscal Year 2012. Any payment located on this type of referred account must be reported to HCSD and the contractor will not be compensated for these payments.

6. Vendor Experience:

6.1 The vendor must have three (3) years of experience in providing charge processing, billing and collection services for large physician group practices, preferably in a teaching setting, with more than one hundred (100) physicians and/or providers. The vendor must be in good standing with CMS and state Medicaid programs. The contractor must have individuals with at least three (3) years of healthcare physician billing experience who will perform services for HCSD. Resumes of individuals assigned to this project shall be provided with the bid response. Failure to provide this information may be cause to reject your bid.

7. Letters of Reference:

7.1 Bidders must provide letters of reference from the last five (5) years from three (3) health care entities or departments with whom they have existing contractual arrangements which demonstrates relevant billing experience with third party reimbursement programs as would apply to HCSD including third party liabilities, patient responsibility and collection of delinquent accounts. The names, addresses and contact person phone numbers of the contractor's references must be submitted with the three (3) references from institutions or departments for which it has provided professional services billing performed in a hospital setting and large physician group

practices. Said documents must be provided with the bid response. Failure to provide this information may be cause to reject your bid.

8. Effective Date and Term:

8.1 This contract will be effective from date of award for an initial three (3) year period. At the option of HCSD and acceptance by the contractor, this contract may be extended for additional twelve (12) month periods at the same prices, terms and conditions, for a period not to exceed sixty (60) months.

9. Termination:

9.1 Either party may terminate the contract at any time and without penalty by giving thirty (30) days written notice of such termination to the other party or negotiating with the other party an effective date. Said notice of termination may be delivered by certified mail, return receipt requested, or via personal delivery service, such as Federal Express or United Parcel Service, or other. Contractor shall be entitled to payment for deliverables in progress, to the extent the work has been performed satisfactorily.

9.2 The continuation of this contract is contingent upon the appropriation of funds by the Louisiana Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act of Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds have not been appropriated.

10. HCSD Responsibilities:

10.1 Referring selected Part B charge data for professional clinic services performed at the HCSD hospitals.

10.2 Establishing a mutually acceptable format and method for Part B charge data to be transmitted to contractor.

10.3 Assigning a HCSD contact person to coordinate the delivery of the services from the contractor and review and approve invoices in a timely manner.

10.4 HCSD will provide contractor with a weekly report of all payments received for referred services.

11. Submission of Bid Pricing:

11.1 The Contractor must bid on the entire service for professional clinical

charge processing and collection of accounts receivable for current claims. The bid will state an estimated amount billed and collected, based on HCSD's most current information, for the services to be provided by Contractor to assist the Contractor in making a determination for cost of service. Contractors must quote contingent fees expressed as a rate (percentage) per dollars collected for current accounts. Failure to provide this information will be cause to reject your bid.

11.2 The unit of measure will be each. The unit price will be the percentage per dollars collected for each current account. The quantity will reflect the estimated amount collected on an annual basis. All quantities are estimates. Actual amounts may be more or less but the unit price percentage remains the same. Total charges for FY 2011 were \$64,927,861.80. Total collections for FY 2011 were \$9,527,541.56.

12. Insurance Requirements:

12.1 Compensation insurance, public liability, property damage insurance, and fidelity bonding as outlined below, are required in this bid.

12.2 Proof of insurance should be supplied with the bid and will be required before work can commence. Insurance coverage specified below shall be furnished with the following minimum limits:

12.2.1 Compensation insurance: the contractor and subcontractors Shall take and maintain during the life of the contract workman's compensation insurance for all of their employees employed at the site of the project. In case any class of employees are engaged in hazardous work under the workman's compensation statue, the contractor and subcontractor shall provide employer's liability insurance for the protection of their employees not otherwise protected.

12.2.2 Public liability and property damage insurance: comprehensive public general liability insurance, including but not limited to bodily injury, property damage, contractual liability, products liability, completed operations and owner's protective liability with combined single limits of \$500,000 per occurrence with a minimum aggregate of \$1,000,000.

12.2.3 Licensed and non-licensed motor vehicles: the contractor shall take out and maintain during the life of the contract, automobile public liability insurance in an amount not less than combined single limits of \$500,000 per occurrence for bodily injury/property damage. If any non-licensed motor vehicles are engaged in operations within the terms of the contract on the site of the work to be performed thereunder, such insurance shall cover the use of all such motor vehicles engaged in operating within the terms of the contract on the site of the work to be performed thereunder, unless such coverage is included in the insurance specified.

12.3 Fidelity bonding: contractor may furnish proof of availability of fidelity (employee honesty) bonding and insurance coverage required at time of bid

submission in the amount of \$25,000. Proof of immediate availability may be shown by letter from insurance/bonding agent, a signed sample of actual certificate of insurance, or other substantive documentation. This bond will be secured by a surety or insurance company licensed to do business in Louisiana and currently on the United States Department of Treasury Publication 570 of approved companies and in accordance with restrictions set by them.

12.4 Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the other party concerning indemnification.

12.5 All policies and certificates of insurance of the other party shall reflect the following:

12.5.1 The other party's insurer will have no right of recovery or subrogation against HCSD, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.

12.5.2 HCSD shall be named as an "additional insured" as regards negligence by the contractor.

12.5.3 The insurance companies issuing the policy or policies shall have no recourse against HCSD for payment of any premiums or for assessments under any form of policy.

12. Indemnification:

12.1 The following indemnification agreement shall be, and is hereby, a provision of the contract: the other party agrees to protect, defend, indemnify, save and hold harmless the state of Louisiana and HCSD, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the state of Louisiana, and HCSD, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

12.2 Neither the acceptance of the completed work nor payment therefor shall release the contractor from its obligations from the insurance requirements or indemnification agreement.

13. Files and Records:

13.1 The Vendor awarded a contract through this ITB shall maintain books, records, documents and other evidence, accounts procedures and practices of any work done for the purpose of the contract.

13.2 If the services awarded through this ITB are completely or partially terminated, the records relating to the work terminated shall be presented and made available for the current year plus three (3) years from the date of termination required to meet guidelines of the Office of State Archive Records Management.

13.3 The Vendor awarded a contract through this ITB shall make available to HCSD all records pertaining to the applications for assistance upon request during the period the contract is in effect, and shall provide upon request, a file on the activity of each patient account containing a record of any and all applications, phone calls, letters, and any other contacts made with the patient or third party pertaining to the patients' applications.

13.4 The Vendor awarded a contract through this ITB shall provide to HCSD and/or its facilities, access to referral information for individuals whose eligibility they are working on, with or without previous notice, upon HCSD's request.

14. Commencement of Work:

14.1 Contractor shall commence no work under this contract until all bonding and insurance requirements have been met, all submissions received and a valid purchase order signed by the HCSD Chief Procurement Officer or her designee has been issued. Contractor will be expected to start services within thirty (30) days or sooner of being issued a valid purchase order.

15. No Waiver:

15.1 The neglect or failure on the part of ILH to enforce one or more provisions or exercise any of its rights under this contract shall not constitute a waiver of its right to resume enforcement or exercise of its rights in the future.

16. Severability:

16.1 If, as a result of the passage of any law, regulation, or the action of a court of competent jurisdiction, which renders one or more provisions of this contract unenforceable, said provision shall be severed from the contract and the remaining provisions shall remain in full force and effect.

17. Right to Audit:

17.1 The State Legislative Auditor, Federal Auditors and HCSD internal auditors, or those designated by the HCSD, shall have the option to audit all accounts pertaining to this contract. Records will be made available during normal working hours for this purpose.

18. Assignment:

18.1 The contractor shall not assign any interest in this contract and shall not transfer any interest in the same (where by assignment or notation), without the prior written consent of HCSD.

19.. Payment of Taxes:

19.1 Contractor shall be responsible for payment of taxes from the funds received under this agreement.

20. Contact Person and Mailing Address:

20.1 Contractor shall designate one or more persons responsible for contractor's work under this contract and shall provide to the CFO of HCSD or designee the names, addresses, telephone, beeper/cell numbers, and e-mail addresses of such persons. This information shall be kept current at all times.

20.2 Any notice, demand, or communication required, permitted or desired to be given hereunder, shall reference the purchase order number and shall be deemed effectively given when personally delivered via delivery service or mailed by prepaid certified mail, return receipt requested, addressed as follows:

20.2.1 Chief Financial Officer, HCSD
P. O. Box 91308
Baton Rouge, LA 70821-1308

20.2.2 Contractor:

Address on bid

21. Continuation of Contract:

21.1 The continuation of this contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding

revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

22. Mandatory Pre-Bid Conference:

22.1 A pre-bid conference is **mandatory** and will be held on March 5, 2012 at 1:00 pm in basement room 102 at the Interim LSU Public Hospital, 2021 Perdido Street, New Orleans, LA. Contractors must attend the mandatory pre-bid conference in its entirety in order to qualify to bid for this project. Timely arrival is important. A bidder who attends only a portion of the pre-bid conference will be disqualified.

23. Evaluation and Award:

23.1 Only bids from vendors who have attended the pre-bid conference will be considered for the award. Bids must be received at the delivery point no later than the date and time indicated by the bid opening date. Deliver to: Contracts Office, ILH/MCLNO, 1541 Tulane Avenue, Room 301, New Orleans, LA 70112.

24. Validity:

24.1 Bids will be valid for a period of forty-five (45) days.

ATTACHMENT I

SOLICITATION # 009768

Requested Reports

I. ACCOUNT ACKNOWLEDGEMENT REPORT:

This report will verify and acknowledge all accounts referred to the agency. It is to be produced for each batch of accounts received and must be sent electronically to Hospital Patient Accounting within seven (7) calendar days of receipt by the agency. Placements will be daily through an electronic pick up.

This report must include, but not limited to, the following:

- A. Patient name: first name, middle initial, last name.
- B. Hospital name and account number.
- C. Date account received by agency.
- D. Amount referred.
- E. Total number of claims and total dollar amount or claims being acknowledged.
- F. Agency account number.
- G. The name of this report is to be titled "Account Acknowledgement Report" and must show the closing date of cutoff.

II. INVENTORY REPORT:

This report will list all accounts placed with the agency. The report must be available in electronic format.

Any paid out account or account that is canceled and returned must remain on this report for a period of at least one year from date of last activity. Date of last activity means the date the account was either canceled or returned or date the account was paid in full or date of last payment.

This report must include, but not limited to, the following:

- A. Inpatient accounts: patient name first, middle initial, last name.
Outpatient accounts: patient and guarantor-first, middle initial, last name.
- B. Hospital name and account number.
- C. Date account received by vendor.
- D. Amount referred.
- E. Summary page must include the following:
 - 1. Total number and beginning amount of all accounts listed.
 - 2. Total number and amount of payments.
 - 3. Total adjustments - debits and credits.

4. Total number and amount of all accounts remaining with a balance.
5. Total number and net balance of all accounts remaining with a balance.

- F. The name of this report must read "Inventory Balance Report", and must show closing date of cutoff.

III. **ACTIVE ANALYSIS REPORT:**

This report will list all active accounts being held at the agency. This report must include, but is not limited to, the following:

- A. Patient name: first name, middle initial, last name
- B. Hospital name and account number
- C. Date account received by agency
- D. Amount referred.
- E. Current balance.
- F. Source of referral
- G. Level of involvement
- H. Comment field – What services were provided
- I. Summary page must include the following: Total number and beginning amount of all accounts listed on the report.
- J. The name of this report is to be titled "Active Account Analysis Report", and must show a closing date of cutoff.

IV. **MANAGEMENT INFORMATION REPORT:**

This report must summarize all account history for each month for a rolling twelve (12) month period. It must summarize by grand total, and must be designed so that any and all payments can be applied to the month in which the account was originally acknowledged and accepted on the records of the agency.

This report must include, but not limited to, the following:

- A. Date: Month and year
- B. Number of accounts received
- C. Gross dollar amount referred
- D. Average balance referred
- E. Collections: (1) Monthly
(2) To date
(3) Percent of conversion
- F. Commissions: (1) Monthly
(2) To date
(3) Percent of conversion
- G. Number of paid accounts.
- H. Canceled and Returned: (1) number

- I. Active accounts: (1) number
(2) amount
- J. This report must summarize on a continuing basis the grand total of the above categories on every monthly report. A cutoff summary must also be perpetually maintained on a fiscal year basis, with a cutoff date of June 30.

Information on this bid and any addenda may also be found on the LaPac website at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>